

MORTGAGE RECORD No. 45.

255

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 1st day of April in the year of our Lord 1904
hundred and four, between William H. Banning and
Ethel L. Banning his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part; and Henry A. Baer
and Ella Virginia Baer executors of the estate of William Baer deceased of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
one thousand DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage
to the said part 2d of the second part his successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas,
and State of Kansas, described as follows, to-wit:

Lot number Thirty-Six (36) on Rhode Island Street
in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
William H. Banning and Ethel L. Banning do hereby covenant and agree that
at the delivery hereof they are the lawful owner of the premises, above granted, and seized of a good and indefeasible
estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of
one certain note this day executed
and delivered by the said William H. Banning and Ethel L. Banning to the said part 2d of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof,
or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount
shall become due and payable, and it shall be lawful for the said part 2d of the second part, his successors and assigns, at
any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising
from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the
overplus, if any there be, shall be paid by the part 1st making such sale, on demand, to said parties of the first part their
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of

W. H. Banning [SEAL]
Ethel L. Banning [SEAL]
[SEAL]

STATE OF KANSAS.

Douglas County ss.

BE IT REMEMBERED, That on this 1st day of April A. D. 1904, before me,
J. H. Mitchell a Notary Public in and for said County and State, came
William H. Banning and Ethel L. Banning
person who executed the foregoing instrument and duly acknowledged the execution of the same.

(L.S.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and
year last above written.

My Commission Expires January 25th 1911

J. H. Mitchell Notary Public.

Filed for Record the 92 day of April A. D. 1904 at 2:30 o'clock P. M.
Thos. Lawrence Register of Deeds.
Deputy.

The foregoing is entered on the original instrument
 and note herein described having been paid in full
 the mortgage is hereby released and the lien thereon
 extinguished. At Witness my hand this 1st day of April A. D. 1904
 Henry A. Baer
 Ella Virginia Baer
 Executors of the estate of William Baer deceased

Recorded Nov 8 1910
 Thos. Lawrence
 Register of Deeds